



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ATTY.'S DOCKET: HANDELMAN=1A

In re Application of:	)	Conf. No.: 2683
	)	
Doron HANDELMAN	)	Art Unit: 2633
	)	
Appln. No.: 09/976,243	)	Examiner: N. M. Curs
	)	
Filed: October 15, 2001	)	Washington, D.C.
	)	
For: OPTICAL SWITCHING	)	February 3, 2005
APPARATUS AND METHODS	)	
	)	

**TERMINAL DISCLAIMER**

Customer Window, Mail Stop Amendments  
Honorable Commissioner for Patents  
U.S. Patent and Trademark Office  
2011 South Clark Place  
Crystal Plaza Two, Lobby, Room 1B03  
Arlington, Virginia 22202

Sir:

ECI Telecom, Ltd., a corporation of the Country of Israel, having a principal place of business at 30 Hasivim Street, Petach Tikva 49517, (hereinafter referred to as "Assignee"), and Doron Handelman, as Israeli citizen, of 14 Hamaavak Street, Givatavim 53520, Israel, together jointly own 100% of the entire right, title and interest in the above-identified application and any patent to be granted thereon. Assignees, through the undersigned attorney of record, hereby disclaim the terminal part of any patent granted on the above-identified application which would extend beyond the expiration

date of the full statutory term of United States Patent No. 6,763,191, plus any extension thereof which may be subsequently granted, and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that said patent is commonly owned with United States Patent No. 6,763,191, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantor, its successors or assigns. Assignees do not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of United States Patent No. 6,763,191 in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(1), has all claims cancelled by reexamination certificate, or is otherwise terminated prior to expiration of its full statutory term, except for the separation of legal title stated above. This terminal disclaimer is being made without waiver of petitioner's rights under 35 U.S.C. §156, or elsewhere, which may be available to extend the term of any patent granted on the above-identified application beyond the date set by this terminal disclaimer (37 C.F.R. §1.775(a)).

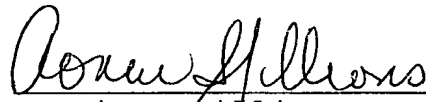
In re of Appln. No. 09/976,243

It is Assignees' intent that the amount of time disclaimed and the scope of the common ownership clause be the minimum required by law and this document is to be construed to effectuate said intent. No admission is made that any claim of the above-identified application is obvious over any claim of Patent No. 6,763,191.

The statutory disclaimer fee of \$130.00 / \$65.00 for a small entity per 37 C.F.R. §1.20(d) is attached.

Respectfully submitted,

BROWDY AND NEIMARK, P.L.L.C.  
Attorneys for Applicant(s)

By   
Ronni S. Gillions  
Registration No. 31,979

RSJ:tbs  
Telephone No.: (202) 628-5197  
Facsimile No.: (202) 737-3528  
G:\BN\E\eci\Handelman1A\pto\3Feb05TerDisSimple.doc



## **DEED OF ASSIGNMENT**

**WHEREAS**

We, **LIGHTSCAPE NETWORKS LTD.**, an Israeli corporation, of 30 Hasivim Street, Petach-Tikva 49517, Israel (hereinafter "**LIGHTSCAPE**") are joint owners and applicants of U.S. patent application No. 09/624,983 filed July 25, 2000 (hereinafter: "**the Application**"), together with **Doron Handelman.**, an Israeli citizen, of 14 Hamaavak Street, Givatayim 53520, Israel

(**LIGHTSCAPE**'s ownership share in the right, title and interest in the Application is hereinafter referred to as: "**the Patent Rights**")

**WHEREAS**

**ECI TELECOM LTD.**, an Israeli corporation, of 30 Hasivim Street, Petach-Tikva 49517, Israel (hereinafter "**ECI**") wishes to acquire from **LIGHTSCAPE NETWORKS LTD.** the Patent Rights

**NOW**

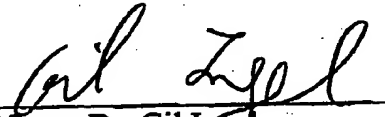
**therefore**

and in consideration of US \$ 1.00, paid by ECI to **LIGHTSCAPE** and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said **LIGHTSCAPE NETWORKS LTD.** hereby irrevocably assign, transfer, convey and/or grant the Patent Rights to the

said **ECI TELECOM LTD.** its successors (including but not limited to the right to recover damages for past infringements).

**LIGHTSCAPE** hereby agrees, upon the request of **ECL**, to cooperate in the execution and filing of any and all documents that are necessary to fully assign, transfer, convey or grant the rights described in this Deed of Assignment.

**Signature of assignor LIGHTSCAPE NETWORKS LTD.**

  
Name: Dr. Gil Inger  
Title: VP Intellectual Property  
Date: February 26, 2003  
Place: Petach-Tikva, Israel

## **DEED OF ASSIGNMENT**

**WHEREAS**

We, **LIGHTSCAPE NETWORKS LTD.**, an Israeli corporation, of 30 Hasivim Street, Petach-Tikva 49517, Israel (hereinafter "**LIGHTSCAPE**") are joint owners and applicants of U.S. patent application No. 09/976,243 filed October 15, 2001 (hereinafter: "**the Application**"), together with **Doron Handelman**, an Israeli citizen, of 14 Hamaavak Street, Givatayim 53520, Israel;

(**LIGHTSCAPE**'s ownership share in the right, title and interest in the Application is hereinafter referred to as: "**the Patent Rights**")

**WHEREAS**

**ECI TELECOM LTD.**, an Israeli corporation, of 30 Hasivim Street, Petach-Tikva 49517, Israel (hereinafter "**ECI**") wishes to acquire from **LIGHTSCAPE NETWORKS LTD.** the Patent Rights

**NOW**

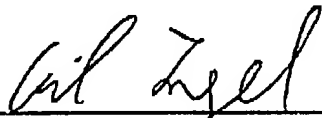
**therefore**

and in consideration of US \$ 1.00, paid by **ECI** to **LIGHTSCAPE** and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the said **LIGHTSCAPE NETWORKS LTD.** hereby irrevocably assign, transfer, convey and/or grant the Patent Rights to the

said **ECI TELECOM LTD.** its successors (including but not limited to the right to recover damages for past infringements).

LIGHTSCAPE hereby agrees, upon the request of ECI, to cooperate in the execution and filing of any and all documents that are necessary to fully assign, transfer, convey or grant the rights described in this Deed of Assignment.

**Signature of assignor LIGHTSCAPE NETWORKS LTD.**

A handwritten signature in cursive script, appearing to read "Gil Inge", written over a horizontal line.

Name: Dr. Gil Inge  
Title: VP Intellectual Property  
Date: February 26, 2003  
Place: Petach-Tikva, Israel